

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

KONINKLIJKE PHILIPS N.V., and)
U.S. PHILIPS CORPORATION,)
Plaintiffs,)
v.) C.A. No. 15-1127-GMS
VISUAL LAND, INC.,)
Defendant.)
MICROSOFT CORPORATION,)
Intervenor-Plaintiff,)
v.)
KONINKLIJKE PHILIPS N.V. and)
U.S. PHILIPS CORPORATION,)
Intervenor-Defendants.)
KONINKLIJKE PHILIPS N.V., and)
U.S. PHILIPS CORPORATION,)
Intervenor-Defendants/Counterclaim)
Plaintiffs in Intervention,)
v.)
MICROSOFT CORPORATION,)
Intervenor-Plaintiff/Counterclaim)
Defendant in Intervention.)
AND)
MICROSOFT MOBILE Inc.,)
Counterclaim Defendant in)
Intervention)

**YOUNG CONAWAY STARGATT & TAYLOR, LLP'S MOTION
FOR LEAVE TO WITHDRAW AS COUNSEL**

Young Conaway Stargatt & Taylor, LLP (“Young Conaway”) hereby moves pursuant to Rule 83.7 of the Local Rules of Civil Practice and Procedure of the United States District Court for the District of Delaware for an Order, in the form attached hereto, granting it leave to withdraw as counsel for Defendant Visual Land Inc. (“Visual Land”) in the above-captioned matter (the “Motion to Withdraw”). In support of the Motion to Withdraw, Young Conaway respectfully states as follows:

1. Pursuant to Rule 1.16(b) of the Model Rules of Professional Conduct of the American Bar Association (the “Model Rules”) and the Delaware Lawyers’ Rules of Professional Conduct, “a lawyer may withdraw from representing a client if”: “(5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled; (6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or (7) other good cause for withdrawal exists.”

2. Young Conaway has represented Visual Land as Delaware counsel in the above-captioned action since February 2016, and has also served as its lead counsel since June 2016.

3. Since the inception of their relationship with Visual Land, the attorneys at Young Conaway continuously and diligently represented Visual Land in this matter. However, Visual Land has not fulfilled its obligations to Young Conaway that Visual Land agreed to when Young Conaway was retained, both as Delaware counsel and as lead counsel.

4. Young Conaway has given Visual Land reasonable notice that fulfillment of its obligations was necessary and that a motion to withdraw would be filed if such obligations were not met. Furthermore, Visual Land acknowledged that failure to meet such obligations would be

grounds for withdrawal at the inception of Young Conaway's representation. As Visual Land has not fulfilled its obligations to Young Conaway, withdrawal by Young Conaway is appropriate under at least Rule 1.16(b)(5) of the Model Rules.

5. Furthermore, because of Visual Land's failure to fulfill its obligations to Young Conaway, withdrawal is appropriate under at least Rule 1.16(b)(6) of the Model Rules because continued representation of Visual Land will result in unreasonable financial hardship to Young Conaway, and it will be unreasonably difficult for Young Conaway to continue its representation.

6. Finally, because of Visual Land's failure to fulfill its obligations to Young Conaway, withdrawal is appropriate under Rule 1.16(b)(7) of the Model Rules because "other good cause for withdrawal exists."

7. Young Conaway therefore files the instant Motion to Withdraw respectfully requesting the Court permit its withdrawal.

8. Young Conaway is obligated to maintain Visual Land's confidential information, and therefore is not revealing factual details of the basis for its Motion to Withdraw in these papers. *See* Model Rule 1.6(a) ("A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent"). If the Court instructs Young Conaway to provide further factual details concerning the dispute, Young Conaway respectfully requests that it be permitted to submit additional details *in camera* in order to protect Visual Land's confidential information.

9. Young Conaway has made every reasonable effort to ensure that Visual Land's interests would not be prejudiced by its withdrawal.

10. A draft copy of this Motion to Withdraw and proposed Order was sent to Visual Land by certified mail and by electronic mail on June 1, 2017.

WHEREFORE, Young Conaway respectfully requests that the Court enter an Order in the form attached hereto granting this Motion for Leave to Withdraw as Counsel.

Dated: June 20, 2017

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

/s/ Samantha G. Wilson

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I, Samantha G. Wilson, Esquire, hereby certify that on June 20, 2017, I caused to be electronically filed a true and correct copy of the foregoing document with the Clerk of the Court using CM/ECF, which will send notification that such filing is available for viewing and downloading to registered participants.

I further certify that on June 20, 2017, I caused the foregoing document to be served by e-mail upon designated representatives of Defendant Visual Land Inc.

I further certify that on June 20, 2017, I caused the foregoing document to be served by e-mail upon the following counsel of record:

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Attorneys for Intervenor Microsoft Corporation

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